

# **EXHIBIT J**

# BILL WISSE

---

305-672-2448 for studio >>> 305-632-0840 for mobile  
565 NW 44th Street, Miami, FL 33127  
[bill@billwisserphoto.com](mailto:bill@billwisserphoto.com)

---

Tax ID 059-38-6836  
Invoice # 190604

June 18, 2019  
Payable on receipt

## Invoice

**TO:** Vinaigrette  
Attn.: Daniel Serfer  
169 E. Flagler St., Ste. 5  
Miami, FL

**FOR:** The creation of photographs of food, interior and exterior architecture, the owners and/or other subjects at the new Vinaigrette restaurant, plus, upon Bill's receipt of full payment, Vinaigrette shall be granted the rights to use — on its website, menus, social media pages, press releases and its other advertising and public relations — all the delivered select photos from the shoot, all in perpetuity.

Bill will shoot up to 25 different dishes or other subjects, including several variations and/or alternatives for each subject, and will personally color correct and edit those images and will deliver his selects as high-resolution jpgs via an on-line dropbox.

Minor retouching, such as removing a loose thread from a tablecloth or Photoshopping away an errant spot of gravy, is included at no extra charge. Major retouching, such as removing a lamppost and its shadow (which I did for one hotel) is also available, if requested, at \$50 per quarter hour of retouching time. Additional photography, if requested, is available at a fee to be mutually agreed upon.

While granting the broad, usage rights described above, Bill retains the copyright to all images from the shoot(s), and may also use images from them in his own promotional materials, such as his own social media pages and his own portfolio.

---

***Creative and Usage fee:*** **\$2,000**

---

***50% Advance received in April*** **(\$1,000)**

---

***Balance Due:*** **\$1,000**

**Please make check for the advance payable to: Bill Wisser** The balance shall be due upon Bill's delivery of images from shoot. ***Usage rights transfer only upon Bill's receipt of full payment.*** Additional Terms & Conditions on following pages.

***Thank you for your business!***

**Terms & Conditions:** 1/ Publication of Image(s); or acceptance of image(s) sent for research or possible use; or payment of a fee to schedule a shoot constitutes acceptance of these Terms & Conditions.

2/ "Image(s)" means all viewable renditions furnished by the Photographer, whether captured or stored in photographic, magnetic, optical or any other medium whatsoever.

3/ Except as otherwise specifically granted, licensed and stated on the first page of this invoice, all Images and rights therein, including without limitation the copyright and all usage rights in all media, remain the sole and exclusive property of Bill Wisser. Any additional uses of the Images not specifically granted and authorized by this invoice must be negotiated and contracted for prior to such usages, or they will be considered unauthorized. Client understands and agrees that the reasonable and stipulated amount which shall be paid by Client to Bill Wisser for any use not specifically authorized by Bill Wisser prior to use shall be at least five times greater than Bill Wisser's normal fee for such usage had it been properly authorized, and that copyright infringement penalties, breach of contract, and other legal penalties may additionally be applied.

4/ Client may not assign or transfer this agreement or any rights granted hereunder. This agreement binds and inures to the benefit of Bill Wisser, Client, Client's principals, employees, agents and affiliates, and their respective heirs, legal representatives, successors and assigns. Client and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payment and other obligations hereunder.

5/ For public relations or press release use of the photo(s), the credit line "billwisserphoto.com" shall be included with the photos in the press release materials that are distributed to the media.

6/ For news images or literal feature story images, the Client may not make or permit any alterations or retouching, except for normal color correction, sharpening, spotting, and/or cropping that is reasonable and does not distort the meaning of the photo. However, for fashion, glamour, editorial illustration, non-news, architectural, or advertising images, Client may make or permit other alterations or retouching, including but not limited to, additions, subtractions or adaptations in respect to the Images alone or with other material, subject to the provisions as stated in (7) below:

7/ Client will indemnify and defend Photographer against all claims, liability, damages, costs and expenses, including reasonable attorneys fees and expenses, arising out of any use or misuse of each Image. Photographer's liability for all claims

shall not exceed in any event the total paid under this invoice. Unless agreed otherwise in writing prior to the photo assignment or stock photo licensing, Photographer is not

responsible for obtaining model, property, and/or location releases; and unless, when the Image(s) are submitted, Photographer notifies Client that model, property, and/or location releases exist for the Image(s), Client should assume there are none. Client assumes full risk of loss or damage to or arising from materials furnished by Client hereunder and warrants that said materials are adequately insured against such loss, damage, or liability, damages and expenses incurred by Photographer in connection with any claim arising out of use of said material hereunder.

8/ No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. However, the invoice may reflect, and Client is bound by, oral authorizations for fees or expenses that could not be confirmed in writing because of insufficient time.

9/ If no qualified and authorized representative of the Client is present to art direct at the shoot, the Client must accept the Photographer's judgment as to the execution of the photograph and other related decisions.

10/ Client acknowledges responsibility to Bill Wisser for prompt payment of all charges for the commissioning and/or licensing of the Image(s), regardless of any arrangement Client may have with third parties, photographer Bill Wisser shall be first secured in the financial matters contained herein.

11/ This agreement incorporates by reference Articles II and III of the Uniform Commercial Code now in existence in the State of Florida, the Copyright Act of 1976 as amended, and the Digital Millennium Copyright Act. This agreement shall be deemed to be a contract made under the laws of the United States of America and the State of Florida, and for all purposes shall be interpreted in its entirety in accordance with these laws. Client specifically and irrevocably confers personal jurisdiction over it by the courts of the State of Florida or the United States District Court for the District of the State of Florida, Client specifically waives all rights to contest each court proceeding on the grounds of personal jurisdiction, venue and forum non-convenience. In the event that Client infringes on Photographer's copyright in and to the works delivered herewith, then Photographer shall be entitled to obtain immediate injunctive relief to prevent further infringement and that Photographer shall not be required to post a bond to obtain injunctive relief, or if a bond is not waiveable, such bond shall not exceed \$100. And in the event of any award or judgment in favor of Photographer, or any settlement between Photographer and Client, arising from effecting and protecting Photographer's rights and benefits hereunder and/or any aspect

of this agreement, Client shall pay all costs and expenses incurred by Photographer and/or Photographer's legal counsel related thereto, including, but not limited to,

4

reasonable legal fees, arbitration and court costs, associated expenses, and legal interest on such award, judgment, or settlement.

12/ Unless otherwise stated on the front of this invoice, full payment is due prior to publication or other use; and such publication or other use prior to payment shall be considered an unauthorized use.

13/ Magazine and advertising schedules and plans can change, but all clients shall pay the full fee for a photo assignment after it has been produced, regardless of whether it runs or not; and so-called "kill fees" (i.e. partial payments) shall not be deemed adequate compensation in such situations – payment of the full fee is required.

14/ If a court finds any of these terms and conditions to be unenforceable, all other of these terms and conditions will remain in effect and enforceable.

15/ Reshoots: Client shall also be responsible for the full payment of an additional 100% of Bill Wisser's fee plus all additional expenses for any reshoot required by Client, except for any reshoot required by an act of God or the fault of a third party, in which case Client shall be responsible for payment of an additional 50% fee, plus all expenses, for the reshoot. However, if, in his sole discretion, Bill deems that he is partly or totally responsible for the need to reshoot, he may in his sole discretion waive part or all of any reshoot fee.

16/ Cancellations and postponements: After a Client schedules a shoot with Bill Wisser, Bill often turns down other assignment opportunities for those dates that he has reserved for the Client. Therefore, when the Client cancels or postpones a scheduled shoot, Client is responsible for payment of all expenses incurred up to the time of cancellation or non-weather postponement plus 50% of Bill Wisser's fee. And if notice of cancellation or postponement is given less than two (2) business days before the shoot date, client will be responsible for payment of all expenses and 100% of Bill Wisser's fee. Weather postponements: Unless otherwise agreed, Client will be charged a 100% fee if postponement is due to weather conditions on location, or a 50% fee if postponement occurs before departure to location. However, Bill Wisser can, at his sole discretion, waive part or all of any of these cancellation or postponement fees.

**EATER**  
MIAMI[TWEET](#)[SHARE](#)3340 Miami Hwy  
Coconut Grove, FL 33133(305) 440-3602  
[Visit Website](#)

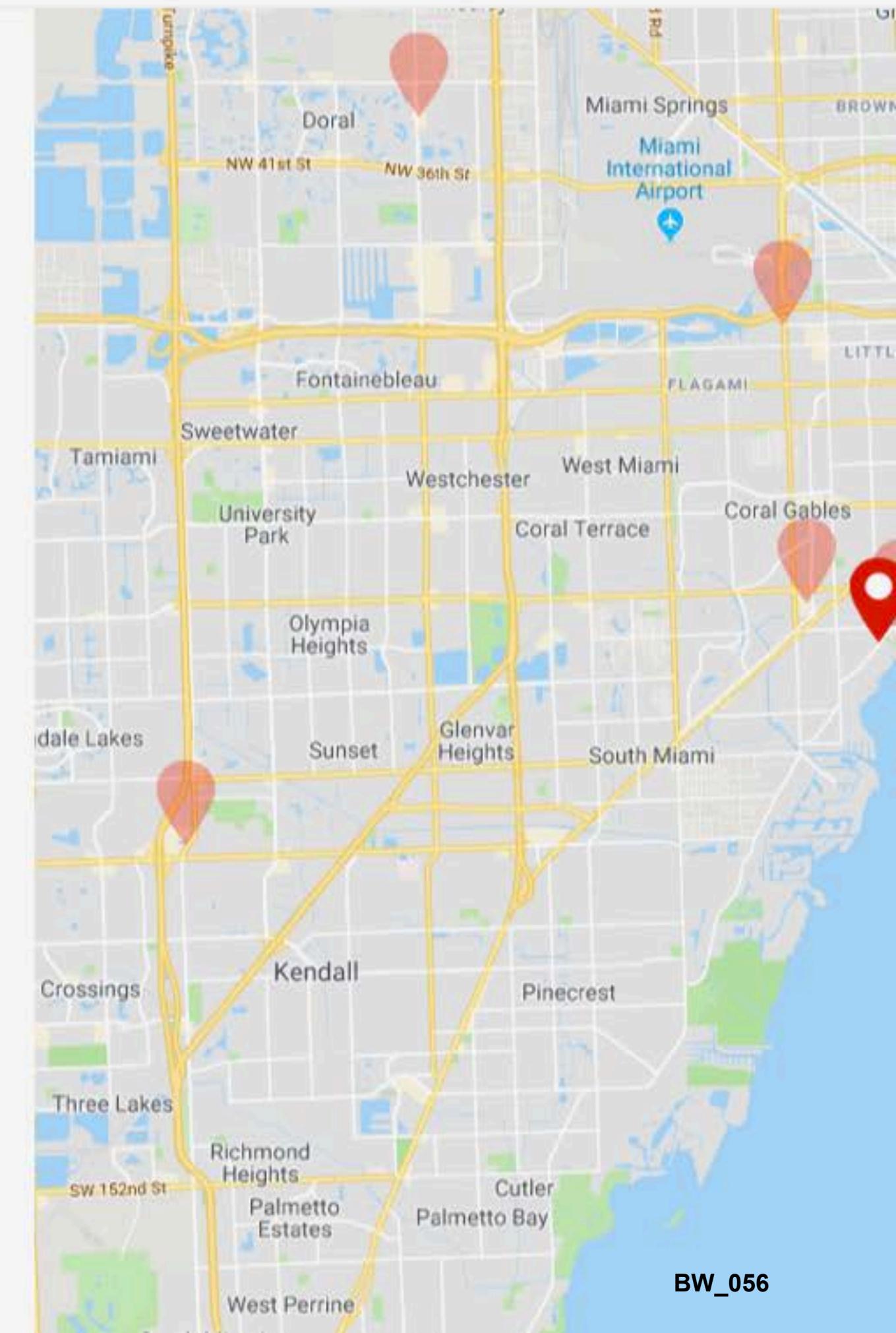
Ariete's popular bone marrow butter topped grilled oysters ring in for just a buck during its happy hour from 4 to 7 p.m. every Tuesday through Sunday.



Grilled oysters from Ariete | Ariete/Facebook

[OPEN IN GOOGLE MAPS](#)[BOOK ON OPENTABLE](#)[FOURSQUARE](#)

## ALSO FEATURED IN:

[The 38 Essential Miami Restaurants, Winter 2019](#)[12 Worthy Restaurants for Thanksgiving Day in South Florida](#)

# LATOYA RUBY FRAZIER FLINT IS FAMILY

Now Viewing:

## SLIDESHOVS

[FOR YOU](#)[LATEST](#)

BY BILL WISSE

TUESDAY, MARCH 29, 2016 AT 11:33 A.M.

[f](#) [t](#) [i](#) [G+](#) [p](#)

The People of Wynwood Second Saturday Art Walk January 2019

January 14 at 6:11 a.m.



New Order Gets Synth-Happy at the Fillmore Miami Beach

January 13 at 1:54 p.m.



NYE 2019: Pitbull's New Year's Revolution at Bayfront Park

January 1 at 8:17 p.m.



2/12

billwisserphoto.com

**BEGIN SLideshow**

Roasted oyster

At first glance, Ariete's menu seems to be updates of classic French cooking. But something is different. There are hints of salty pork, the eye-popping acidity of ceviche, and the delicate, nutty sweetness of root vegetables. The subtropical sun shines into the kitchen and onto every plate. ***Read the full review of Ariete in Coconut Grove here.***

BW\_057



📍 Miami Palm Beach

**Taste the Concoctions of a  
Cocktail Genius in Palm Beach  
this Sunday**

**PLAY**

## TREASURE HUNTING IN WEST PALM BEACH

Submitted by [erica.corsano](#) on 04/18/2018 09:59 am



By Erica Corsano Coco House & Company

Explore amazing art and antiques in a world-famous district.

## SOUTH FLORIDA'S 5 BEST APHRODISIAC DISHES

Submitted by [erica.corsano](#) on 02/05/2018 01:44 pm



### Grilled Oysters at Ariete

Legend has it that Casanova credited the 50 oysters a day he ate as the reason for his boundless libido. **BW #058**ing the tasty b



TRY THE GOOPGLOW PEEL ON US! | HEY, MAMA! SHOP MOTHER'S DAY GIFTS | IN GOOP HEALTH LA IS HERE GET TICKETS | GOOP IRL: LOCATIONS

SHOP BEAUTY FOOD STYLE TRAVEL WELLNESS WORK

goop

Search



US

Log In

Sign Up



## Rest Assured

Chemical-free sleep that's firm on sustainable practices and Greenguard Gold-certified.



In partnership with our friends at

AVOCADO

Home / Travel / Miami Restaurants / Coconut Grove Restaurants / Ariete



## Travel

SHARE: [f](#) [p](#) [t](#) [e](#)



### Ariete

3540 Main Hwy., Coconut Grove  
305.640.5862  
[See website](#)

NEIGHBORHOOD: Coconut Grove

Category: New American

Opening Hours:

- Mon-Sat: 10am-11pm
- Sun: 10am-10pm
- Brunch, Lunch, Dinner
- Good for Groups
- Price: \$\$\$
- Takes Reservations

## The Sky's the Limit

Detail-happy essentials that make a statement, no matter the destination.



Ariete, which has inadvertently put Coconut Grove on the culinary map, specializes in comfort food with a Cuban edge. The grilled oysters drenched in bone-marrow butter is the most indulgent interpretation of surf and turf we've ever seen. The interior can't quite make up its mind—tiled walls against wooden floors, with industrial ceilings heavy with pipes. But the sunny patio brings the whole thing together, and the fritas (spiced burgers topped with crispy fried matchstick potatoes and wrapped in a Cuban roll) make us quickly forget any design quirks.

ORIGINAL FEATURED IN:

The Miami Guide

MORE THINGS TO DO IN:

Miami

Coconut Grove

SHARE: [f](#) [p](#) [t](#) [e](#)

YOU MAY ALSO LIKE

BW\_059



## Ariete

3540 Main Hwy., Coconut Grove / 305.640.5862

Ariete, which has inadvertently put Coconut Grove on the culinary map, specializes in comfort food with a Cuban edge. The grilled oysters drenched in bone-marrow butter is the most indulgent interpretation of surf and turf we've ever seen. The interior can't quite make up its mind—tiled walls against wooden floors, with industrial ceilings heavy with pipes. But the sunny patio brings the whole thing together, and the fritas (spiced burgers topped with crispy fried matchstick potatoes and wrapped in a Cuban roll) make us quickly forget any design quirks.



## Planta

850 Commerce St., South Beach / 305.397.8513

Planta hits that sweet spot of healthy, sustainable dishes that are flavorful and substantial and look absolutely beautiful. We're partial to the "lox" platter, with its smoky carrots, surprisingly good cashew cheese, and sharp pickles. The banana pancakes are comfort on a plate and the ceviche—in this case, with fresh watermelon, mango, and coconut—is incredibly refreshing. The drinks are reason alone to show up. We love a Kombucha Mojito to start, then suggest moving on to a Charcoal Bourbon Sour (with whipped aquafaba, or chickpea water, instead of egg whites). For dessert, get a side of the especially good (and gluten-free) banoffee pie to share—or not.

## New Kids on the Block

A one-stop shop, with the coolest emerging designers, for styling your kids.



In partnership with our friends at

**ever★after**



# South Florida's 5 Best Aphrodisiac Dishes



Courtesy Facebook

## Grilled Oysters at Ariete

Legend has it that Casanova credited the 50 oysters a day he ate as the reason for his boundless libido —making the tasty bivalve the most well-known aphrodisiac in the world. [Ariete's version offers...](#) [Read more](#)

BY OLEE FLOWLER

Tis' the season for amore, and nothing sets the mood better than some aphrodisiac-filled dishes. Luckily, South Florida restaurants are serving up these desire-inducing items all throughout the year. So whether you're looking to turn up the heat on Valentine's Day—or simply want to impress that someone special with a romantic dinner out—these five tasty options will help set the mood.



Olee Fowler

### About the author

Olee Fowler is a native Floridian and long-time contributor to Eater Miami,...

[Read Olee's full bio](#)

BILLWISSE  
R  
PHOTO.COM